

Electronically Recorded

Tarrant County Texas

Official Public Records

5/28/2010 11:21 AM

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PGS 3 \$24.00

Suzanne Henderson

Submitter: SIMPLIFILE

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE**L0536329****STATE OF TEXAS**§
§
§Electronically Recorded
Chesapeake Operating, Inc.**KNOW ALL MEN BY THESE PRESENTS:****COUNTY OF TARRANT**

WHEREAS, **Ronald W. Welborn, Trustee**, whose address is 11701 South Freeway, Burleson, TX 76028 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated June 15, 2006, unto Conglomerate Gas, L.P., the predecessor in interest to Chesapeake Limited Partnership, the predecessor in interest to **Chesapeake Exploration, L.L.C.**, ("Lessee") which is recorded as Document #D206180970 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee agreed to amend and have amended the Lease and extended the primary term of the Lease by an additional six (6) months as hereinafter set forth; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease to clarify the surface rights of the Lessee.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to December 15, 2008, and for so long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof. "

"Lessee acknowledges that the Lease does not grant Lessee the right to drill or operate a salt water disposal well, soil farming operation or construct a compressor station on the leased premises; however, Lessor may grant the Lessee the right to drill and operate a salt water disposal well, soil farming operation and/or construct a compressor station on the leased premises if Lessor and Lessee agree to any of these operations in writing prior to construction. Notwithstanding any language to the contrary, it is agreed that well site compressors may be necessary to produce wells and are not considered as compressor station(s), and furthermore, do not require Lessors consent for use by Lessee."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does



hereby stipulate that the Lease remains in full force and effect. Insofar as necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 31st day of May, 2010, and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:



Ronald W. Welborn, Trustee

LESSEE:

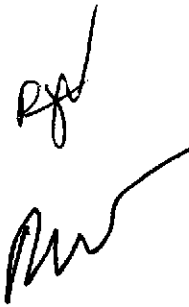
CHESAPEAKE EXPLORATION, L.L.C.

BY:



Henry J. Hood, Senior Vice President - Land
and Legal & General Counsel

CSM



ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT



This instrument was acknowledged before me on this the 18th day of May, 2010, by Ronald W. Welborn, Trustee.

Sibyl Parsons
Notary Public, State of Texas

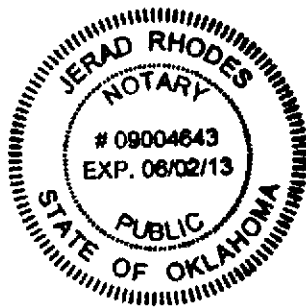
STATE OF OKALHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this the 13th day of May, 2010, by Henry J. Hood, in his capacity as Senior Vice President, Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

Jerad Rhodes
Notary Public, State of Oklahoma



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154